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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA-WESTERN DIVISION

GUILLERMO ROBLES, an

individual,

Plaintiff,

v.

DUNKIN' BRANDS, INC., a

Delaware Corporation; and DOES 1-

10, inclusive,

Defendants.

**COMPLAINT FOR DAMAGES AND  
INJUNCTIVE RELIEF:**

- 1. VIOLATIONS OF THE  
AMERICANS WITH DISABILITIES  
ACT OF 1990, 42 U.S.C. §12181 *et*  
*seq.* [DUNKINDONUTS.COM]**
- 2. VIOLATIONS OF THE UNRUH  
CIVIL RIGHTS ACT, CALIFORNIA  
CIVIL CODE § 51 *et seq.*  
[DUNKINDONUTS.COM]**

1 Plaintiff, GUILLERMO ROBLES (“Plaintiff”), alleges the following upon  
2 information and belief based upon personal knowledge:

3 **INTRODUCTION**

4 1. Plaintiff is a blind individual who requires screen-reading software to  
5 read website content using his computer. Plaintiff uses the terms “blind” or  
6 “visually-impaired” to refer to all people with visual impairments who meet the legal  
7 definition of blindness in that they have a visual acuity with correction of less than  
8 or equal to 20 x 200. Some blind people who meet this definition have limited  
9 vision. Others have no vision.

10 2. Plaintiff brings this civil rights action against Defendant DUNKIN’  
11 BRANDS, INC. (“Defendant” or “Dunkin’ Donuts”) for its failure to design,  
12 construct, maintain, and operate its website to be fully accessible to and  
13 independently usable by Plaintiff and other blind or visually-impaired people.  
14 Defendant’s denial of full and equal access to its website, and therefore denial of its  
15 products and services offered thereby and in conjunction with its physical locations,  
16 is a violation of Plaintiff’s rights under the Americans with Disabilities Act  
17 (“ADA”) and California’s Unruh Civil Rights Act (“UCRA”).

18 3. Because Defendant’s website, DunkinDonuts.com (the “website” or  
19 “Defendant’s website”), is not fully or equally accessible to blind and visually-  
20 impaired consumers in violation of the ADA, Plaintiff seeks a permanent injunction  
21 to cause a change in Defendant’s corporate policies, practices, and procedures so  
22 that Defendant’s website will become and remain accessible to blind and visually-  
23 impaired consumers.

24 **JURISDICTION AND VENUE**

25 4. This Court has subject-matter jurisdiction over this action pursuant to  
26 28 U.S.C. § 1331 and 42 U.S.C. § 12181, as Plaintiff’s claims arise under Title III of  
27 the ADA, 42 U.S.C. § 12181, *et seq.*, and 28 U.S.C. § 1332.

28 5. This court has supplemental jurisdiction over Plaintiff’s non-federal

1 claims pursuant to 28 U.S.C. § 1367, because Plaintiff's UCRA claims are so related  
2 to Plaintiff's federal ADA claims, they form part of the same case or controversy  
3 under Article III of the United States Constitution.

4 6. This Court has personal jurisdiction over Defendant because it conducts  
5 and continues to conduct a substantial and significant amount of business in the  
6 State of California, County of Los Angeles, and because Defendant's offending  
7 website is available across California.

8 7. Venue is proper in the Central District of California pursuant to 28  
9 U.S.C. §1391 because Plaintiff resides in this District, Defendant conducts and  
10 continues to conduct a substantial and significant amount of business in this District,  
11 Defendant is subject to personal jurisdiction in this District, and a substantial portion  
12 of the conduct complained of herein occurred in this District.

13 **PARTIES**

14 8. Plaintiff, at all times relevant and as alleged herein, is a resident of  
15 California, County of Los Angeles. Plaintiff is a blind, visually-impaired,  
16 handicapped person, and a member of a protected class of individuals under the  
17 ADA, pursuant to 42 U.S.C. § 12102(1)-(2), and the regulations implementing the  
18 ADA set forth at 28 CFR §§ 36.101 *et seq.*

19 9. Plaintiff is informed and believes, and thereon alleges Defendant  
20 DUNKIN' BRANDS, INC. is a Delaware Corporation and has its principal place of  
21 business in Canton, Massachusetts. Defendant has been doing business in the State  
22 of California, including the Central District of California. Defendant operates  
23 thousands of its restaurants ("Dunkin' Donuts restaurants" or "Defendant's  
24 restaurants" hereinafter) across the nation. Hundreds of these restaurants are in the  
25 State of California, and several of these restaurants are located in the Central District  
26 of California. These Dunkin' Donuts restaurants constitute places of public  
27 accommodation. Defendant's restaurants provide to the public important goods and  
28 services. Defendant's website provides consumers with access to an array of goods

1 and services including restaurant locators, product descriptions, nutritional  
2 information, perk club promotions, DD Card charging, Defendant's online store, and  
3 other benefits related to these goods and services.

4 10. The true names and capacities of the Defendants sued herein as DOES  
5 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore sues such  
6 Defendants by fictitious names. Each of the Defendants designated herein as a DOE  
7 is legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of  
8 Court to amend this Complaint to reflect the true names and capacities of the DOE  
9 Defendants when such identities become known.

10 11. At all relevant times, each and every Defendant was acting as an agent  
11 and/or employee of each of the other Defendants and was acting within the course  
12 and/or scope of said agency and/or employment with the full knowledge and consent  
13 of each of the Defendants. Each of the acts and/or omissions complained of herein  
14 were alleged and made known to, and ratified by, each of the other Defendants  
15 (Dunkin' Brands, Inc. and DOE Defendants will collectively be referred to hereafter  
16 as "Defendant" or "Dunkin'").

17 12. Defendant's restaurants are public accommodations within the  
18 definition of Title III of the ADA, 42 U.S.C. § 12181(7). DunkinDonuts.com is a  
19 service, privilege, or advantage of Dunkin' Donuts restaurants.

20 13. Defendant is subject to personal jurisdiction in this District. Defendant  
21 has been and is committing the acts or omissions alleged herein in the Central  
22 District of California that caused injury, and violated rights prescribed by the ADA  
23 and UCRA, to Plaintiff and to other blind and other visually impaired-consumers. A  
24 substantial part of the acts and omissions giving rise to Plaintiff's claims occurred in  
25 the Central District of California. Specifically, on several separate occasions,  
26 Plaintiff has been denied the full use and enjoyment of the facilities, goods, and  
27 services of Defendant's website in Los Angeles County. The access barriers  
28 Plaintiff encountered on Defendant's website have caused a denial of Plaintiff's full

1 and equal access multiple times in the past, and now deter Plaintiff on a regular basis  
2 from accessing Defendant's website. Similarly, the access barriers Plaintiff  
3 encountered on Defendant's website have deterred Plaintiff from visiting  
4 Defendant's brick-and mortar stores.

5 **THE AMERICANS WITH DISABILITIES ACT AND THE INTERNET**

6 14. The Internet has become a significant source of information, a portal,  
7 and a tool for conducting business, doing everyday activities such as shopping,  
8 learning, banking, researching, as well as many other activities for sighted, blind and  
9 visually-impaired persons alike.

10 15. In today's tech-savvy world, blind and visually-impaired people have  
11 the ability to access websites using keyboards in conjunction with screen access  
12 software that vocalizes the visual information found on a computer screen or  
13 displays the content on a refreshable Braille display. This technology is known as  
14 screen-reading software. Screen-reading software is currently the only method a  
15 blind or visually-impaired person may independently access the internet. Unless  
16 websites are designed to be read by screen-reading software, blind and visually-  
17 impaired persons are unable to fully access websites, and the information, products,  
18 and services contained thereon.

19 16. Blind and visually-impaired users of Windows operating system-  
20 enabled computers and devices have several screen reading software programs  
21 available to them. Some of these programs are available for purchase and other  
22 programs are available without the user having to purchase the program separately.  
23 Job Access With Speech, otherwise known as "JAWS," is currently the most  
24 popular, separately purchased and downloaded screen-reading software program  
25 available for a Windows computer.

26 17. For screen-reading software to function, the information on a website  
27 must be capable of being rendered into text. If the website content is not capable of  
28 being rendered into text, the blind or visually-impaired user is unable to access the

1 same content available to sighted users.

2 18. The international website standards organization, the World Wide Web  
3 Consortium, known throughout the world as W3C, has published version 2.0 A and  
4 AA of the Web Content Accessibility Guidelines ("WCAG 2.0" hereinafter).  
5 WCAG 2.0 are well-established guidelines for making websites accessible to blind  
6 and visually-impaired people. These guidelines are followed by most large business  
7 entities who seek and so desire to ensure their websites are accessible to every  
8 consumer.

9 19. Inaccessible and non-compliant websites pose common access barriers  
10 to blind and visually-impaired persons. Common barriers encountered by blind and  
11 visually impaired persons include, but are not limited to, the following:

- 12 a. A text equivalent for every non-text element is not provided;
- 13 b. Title frames with text are not provided for identification and  
14 navigation;
- 15 c. Equivalent text is not provided when using scripts;
- 16 d. Forms with the same information and functionality as for sighted  
17 persons are not provided;
- 18 e. Information about the meaning and structure of content is not  
19 conveyed by more than the visual presentation of content;
- 20 f. Text cannot be resized without assistive technology up to 200 percent  
21 without loss of content or functionality;
- 22 g. If the content enforces a time limit, the user is not able to extend,  
23 adjust or disable it;
- 24 h. Web pages do not have titles that describe the topic or purpose;
- 25 i. The purpose of each link cannot be determined from the link text  
26 alone or from the link text and its programmatically determined link  
27 context;
- 28 j. One or more keyboard operable user interface lacks a mode of

operation where the keyboard focus indicator is discernible;

- k. The default human language of each web page cannot be programmatically determined;
- l. When a component receives focus, it may initiate a change in context;
- m. Changing the setting of a user interface component may automatically cause a change of context where the user has not been advised before using the component;
- n. Labels or instructions are not provided when content requires user input;
- o. In content which is implemented by using markup languages, elements do not have complete start and end tags, elements are not nested according to their specifications, elements may contain duplicate attributes and/or any IDs are not unique;
- p. Inaccessible Portable Document Format (PDFs); and,
- q. The name and role of all User Interface elements cannot be programmatically determined; items that can be set by the user cannot be programmatically set; and/or notification of changes to these items is not available to user agents, including assistive technology.

### **FACTUAL BACKGROUND**

20. Defendant offers the commercial website, DunkinDonuts.com, to the public. The website offers features which should allow all consumers to access the goods and services which Defendant offers in connection with its physical locations. The goods and services offered by Defendant include, but are not limited to the following, which allow consumers to: find information about the available food and coffee items Dunkin' Donuts offers at physical restaurant locations; locate Dunkin' Donuts restaurants; enroll Dunkin' Donuts' perk club; access and charge Dunkin' Donuts DD Card; review nutritional value information; and other services.

21. Based on information and belief, it is Defendant's policy and practice to



1 deny Plaintiff, along with other blind or visually-impaired users, access to  
 2 Defendant's website, and to therefore specifically deny the goods and services that  
 3 are offered and integrated with Defendant's restaurants. Due to Defendant's failure  
 4 and refusal to remove access barriers to its website, Plaintiff and visually-impaired  
 5 persons have been and are still being denied equal access to Dunkin' Donuts  
 6 restaurants and the numerous goods, services, and benefits offered to the public  
 7 through DunkinDonuts.com.

8 **Defendant's Barriers on DunkinDonuts.com Deny Plaintiff Access**

9 22. Plaintiff is a visually-impaired and legally blind person, who cannot use  
 10 a computer without the assistance of screen-reading software. However, Plaintiff is  
 11 a proficient user of the JAWS screen-reader and uses it to access the internet.  
 12 Plaintiff has visited DunkinDonuts.com on several separate occasions using the  
 13 JAWS screen-reader.

14 23. During Plaintiff's numerous visits to Defendant's website, Plaintiff  
 15 encountered multiple access barriers which denied Plaintiff full and equal access to  
 16 the facilities, goods and services offered to the public and made available to the  
 17 public on Defendant's website. Due to the widespread access barriers Plaintiff  
 18 encountered on Defendant's website, Plaintiff has been deterred, on a regular basis,  
 19 from accessing Defendant's website. Similarly, the access barriers Plaintiff  
 20 encountered on Defendant's website have deterred Plaintiff from visiting  
 21 Defendant's brick-and-mortar restaurants.

22 24. While attempting to navigate DunkinDonuts.com, Plaintiff encountered  
 23 multiple accessibility barriers for blind or visually-impaired people that include, but  
 24 are not limited to, the following:

- 25 a. Lack of Alternative Text ("alt-text"), or a text equivalent. Alt-text is  
 26 invisible code embedded beneath a graphic or image on a website.  
 27 Web accessibility requires that alt-text be coded with each picture so  
 28 that screen-reading software can vocalize the alt-text where a sighted



1 user sees pictures. Alt-text does not change the visual presentation,  
 2 but instead a text box shows when the cursor moves over the graphic  
 3 or image. The lack of alt-text on these images or graphics prevents  
 4 screen readers from accurately vocalizing a description of the graphic  
 5 or image. As a result, visually-impaired Dunkin' Donuts customers  
 6 are unable to determine what is on the website, browse, look for store  
 7 locations, or have full and equal access to the goods and services  
 8 offered on the Defendant's website and in connection with its  
 9 restaurant locations;

- 10 b. Empty Links That Do Not Contain Text causing the function or  
 11 purpose of the link to not be audibly presented to the user. This can  
 12 introduce confusion for keyboard and screen-reader users navigating  
 13 the website;
- 14 c. Redundant Links where adjacent links go to the same URL address  
 15 which results in additional navigation and repetition for keyboard and  
 16 screen-reader users; and
- 17 d. Linked Images Missing Alt-text, which causes problems if an image  
 18 within a link does not contain text and that image does not have alt-  
 19 text provided to the screen-reader user. A screen reader then has no  
 20 content to present the user as to the function of the link, including  
 21 information which may be contained in PDFs or linked to a PDF.

22 25. Recently in 2016, Plaintiff attempted to do business with Dunkin'  
 23 Donuts on DunkinDonuts.com and Plaintiff encountered barriers to access on  
 24 DunkinDonuts.com.

25 26. Despite past and recent attempts to do business with Dunkin' Donuts on  
 26 its website, the numerous access barriers contained on the website and encountered  
 27 by Plaintiff, have denied Plaintiff full and equal access to Defendant's website.  
 28 Plaintiff, as a result of the barriers on Dunkin' Donuts' website, continues to be

1 deterred on a regular basis from accessing Defendant's website. Likewise, based on  
2 the numerous access barriers Plaintiff encountered on Defendant's website, Plaintiff  
3 has been deterred from visiting any of Defendant's brick-and-mortar restaurant  
4 locations and from making purchases at such physical locations.

5 **Defendant Must Remove Barriers To Its Website**

6 27. Due to the inaccessibility of DunkinDonuts.com, blind and visually-  
7 impaired consumers such as Plaintiff, who need screen-readers, cannot fully and  
8 equally use or enjoy the facilities, goods, and services Dunkin' Donuts offers to the  
9 public on its website. The access barriers Plaintiff encountered on Defendant's  
10 website have caused a denial of Plaintiff's full and equal access multiple times in the  
11 past, and now deter Plaintiff on a regular basis from accessing Defendant's website.  
12 In addition, the access barriers Plaintiff encountered on Defendant's website have  
13 deterred Plaintiff from visiting Dunkin' Donuts restaurant locations.

14 28. If DunkinDonuts.com was fully and equally accessible to all, Plaintiff  
15 could independently navigate these websites and complete a desired transaction as  
16 sighted individuals do.

17 29. Through his many attempts to use Defendant's website, Plaintiff has  
18 actual knowledge of the access barriers that make these services inaccessible and  
19 independently unusable by blind and visually-impaired people.

20 30. Because compliance with WCAG 2.0 Guidelines would provide  
21 Plaintiff and other visually-impaired consumers with full and equal access to  
22 DunkinDonuts.com, Plaintiff alleges that Dunkin' Donuts has engaged in acts of  
23 intentional discrimination, including but not limited to the following policies or  
24 practices:

- 25 a. Construction and maintenance of a website that is inaccessible to  
26 visually-impaired individuals, including Plaintiff;
- 27 b. Failure to construct and maintain a website that is sufficiently intuitive  
28 so as to be fully and equally accessible to visually-impaired

1 individuals, including Plaintiff; and,

- 2 c. Failure to take actions to correct these access barriers in the face of  
3 substantial harm and discrimination to blind and visually-impaired  
4 consumers, such as Plaintiff, a member of a protected class.

5 31. Dunkin' Donuts therefore uses standards, criteria or methods of  
6 administration that have the effect of discriminating or perpetuating the  
7 discrimination of others, as alleged herein.

8 32. The ADA expressly contemplates the type of injunctive relief that  
9 Plaintiff seeks in this action. In relevant part, the ADA requires:

10 “In the case of violations of . . . this title, injunctive relief shall include an  
11 order to alter facilities to make such facilities readily accessible to and usable  
12 by individuals with disabilities....Where appropriate, injunctive relief shall  
13 also include requiring the . . . modification of a policy. . .”

14 (42 U.S.C. § 12188(a)(2).)

15 33. Because Defendant's website has never been equally accessible, and  
16 because Defendant lacks a corporate policy that is reasonably calculated to cause its  
17 website to become and remain accessible, Plaintiff invokes the provisions of 42  
18 U.S.C. § 12188(a)(2), and seeks a permanent injunction requiring Defendant to  
19 retain a qualified consultant acceptable to Plaintiff (“Agreed Upon Consultant”) to  
20 assist Defendant to comply with WCAG 2.0 guidelines for its website. Plaintiff  
21 seeks that this permanent injunction require Defendant to cooperate with the Agreed  
22 Upon Consultant to:

- 23 a. Train Defendant's employees and agents who develop the  
24 DunkinDonuts.com website on accessibility compliance by and  
25 using the WCAG 2.0 guidelines;  
26 b. Regularly check the accessibility of Defendant's website by and  
27 using the WCAG 2.0 guidelines;  
28 c. Regularly test user accessibility by blind or vision-impaired  
persons to ensure that Defendant's website is accessible or

otherwise complies under the WCAG 2.0 guidelines; and,

d. Develop an accessibility policy that is clearly disclosed on its websites, with contact information for users to report accessibility-related problems and a mechanism for Defendant to have employees or agents who will promptly investigate, address and respond to individual who has reported the accessibility-related problem or problems.

34. If DunkinDonuts.com was accessible, Plaintiff and similarly situated blind and visually-impaired people could independently view the website's offerings, locate Dunkin' Donuts restaurants, and shop for and otherwise research related products available via Defendant's website and at Dunkin' Donuts restaurant locations.

35. Although Defendant may currently have centralized policies regarding the maintenance and operation of its website, Defendant lacks a plan and policy reasonably calculated to make its websites fully and equally accessible to, and independently usable by, blind and other visually-impaired consumers.

36. Without injunctive relief, Plaintiff and other visually-impaired consumers will continue to be unable to independently, equally and fully use Defendant's website in violation of their rights.

### **FIRST CAUSE OF ACTION**

#### **VIOLATIONS OF THE AMERICANS WITH DISABILITIES ACT OF 1990,**

#### **42 U.S.C. § 12181 et seq. [DUNKINDONUTS.COM]**

37. Plaintiff re-alleges and incorporates by reference all paragraphs alleged above and each and every other paragraph in this Complaint necessary or helpful to state this cause of action as though fully set forth herein.

38. Section 302(a) of Title III of the ADA, 42 U.S.C. § 12101 *et seq.*, provides:

"No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges,

1 advantages, or accommodations of any place of public accommodation by any  
2 person who owns, leases (or leases to), or operates a place of public  
3 accommodation.”

4 (42 U.S.C. § 12182(a).)

5 39. Dunkin’ Donuts restaurants are public accommodations within the  
6 definition of Title III of the ADA, 42 U.S.C. § 12181(7). DunkinDonuts.com is a  
7 service, privilege, or advantage of Dunkin’ Donuts restaurants. DunkinDonuts.com  
8 is a service that is integrated with these locations.

9 40. Under Section 302(b)(1) of Title III of the ADA, it is unlawful  
10 discrimination to deny individuals with disabilities the opportunity to participate in  
11 or benefit from the goods, services, facilities, privileges, advantages, or  
12 accommodations of an entity. (42 U.S.C. § 12182(b)(1)(A)(i).)

13 41. Under Section 302(b)(1) of Title III of the ADA, it is unlawful  
14 discrimination to deny individuals with disabilities an opportunity to participate in or  
15 benefit from the goods, services, facilities, privileges, advantages, or  
16 accommodation, which is equal to the opportunities afforded to other individuals.  
17 (42 U.S.C. § 12182(b)(1)(A)(ii).)

18 42. Under Section 302(b)(2) of Title III of the ADA, unlawful  
19 discrimination also includes, among other things:

20 “[A] failure to make reasonable modifications in policies, practices, or  
21 procedures, when such modifications are necessary to afford such goods,  
22 services, facilities, privileges, advantages, or accommodations to individuals  
23 with disabilities, unless the entity can demonstrate that making such  
24 modifications would fundamentally alter the nature of such goods, services,  
25 facilities, privileges, advantages or accommodations; and a failure to take such  
26 steps as may be necessary to ensure that no individual with a disability is  
27 excluded, denied services, segregated or otherwise treated differently than  
28 other individuals because of the absence of auxiliary aids and services, unless  
the entity can demonstrate that taking such steps would fundamentally alter  
the nature of the good, service, facility, privilege, advantage, or  
accommodation being offered or would result in an undue burden.”

(42 U.S.C. § 12182(b)(2)(A)(ii)-(iii).)

43. The acts alleged herein constitute violations of Title III of the ADA, and the regulations promulgated thereunder. Plaintiff, who is a member of a protected class of persons under the ADA, has a physical disability that substantially limits the major life activity of sight within the meaning of 42 U.S.C. §§ 12102(1)(A)-(2)(A). Furthermore, Plaintiff has been denied full and equal access to DunkinDonuts.com, has not been provided services which are provided to other patrons who are not disabled, and has been provided services that are inferior to the services provided to non-disabled persons. Defendant has failed to take any prompt and equitable steps to remedy its discriminatory conduct. These violations are ongoing.

44. Pursuant to 42 U.S.C. § 12188 and the remedies, procedures, and rights set forth and incorporated therein, Plaintiff, requests relief as set forth below.

### **SECOND CAUSE OF ACTION**

#### **VIOLATION OF THE UNRUH CIVIL RIGHTS ACT, CALIFORNIA CIVIL**

#### **CODE § 51 *et seq.* [DUNKINDONUTS.COM]**

45. Plaintiff re-alleges and incorporates by reference all paragraphs alleged above and each and every other paragraph in this Complaint necessary or helpful to state this cause of action as though fully set forth herein.

46. California Civil Code § 51 *et seq.* guarantees equal access for people with disabilities to the accommodations, advantages, facilities, privileges, and services of all business establishments of any kind whatsoever. Defendant is systematically violating the UCRA, Civil Code § 51 *et seq.*

47. Defendant's restaurants are "business establishments" within the meaning of the Civil Code § 51 *et seq.* Defendant generates millions of dollars in revenue from the sale of goods through its DunkinDonuts.com website. Defendant's website is a service provided by Defendant that is inaccessible to patrons who are blind or visually-impaired like Plaintiff. This inaccessibility denies blind and visually-impaired patrons full and equal access to the facilities, goods, and services

1 that Defendant makes available to the non-disabled public. Defendant is violating  
2 the UCRA, Civil Code § 51 *et seq.*, by denying visually-impaired customers the  
3 goods and services provided on its website. These violations are ongoing.

4 48. Defendant's actions constitute intentional discrimination against  
5 Plaintiff on the basis of a disability, in violation of the UCRA, Civil Code § 51 *et*  
6 *seq.*, because Defendant has constructed a website that is inaccessible to Plaintiff,  
7 Defendant maintains the website in an inaccessible form, and Defendant has failed to  
8 take actions to correct these barriers.

9 49. Defendant is also violating the UCRA, Civil Code § 51 *et seq.* because  
10 the conduct alleged herein violates various provisions of the ADA, 42 U.S.C. §  
11 12101 *et seq.*, as set forth above. Section 51(f) of the Civil Code provides that a  
12 violation of the right of any individual under the ADA also constitutes a violation of  
13 the UCRA.

14 50. The actions of Defendant violate UCRA, Civil Code § 51 *et seq.*, and  
15 Plaintiff is therefore entitled to injunctive relief remedying the discrimination.

16 51. Plaintiff is entitled to statutory minimum damages pursuant to Civil  
17 Code § 52 for each and every offense.

18 52. Plaintiff is also entitled to reasonable attorneys' fees and costs.

### 19 **PRAYER**

20 **WHEREFORE, Plaintiff prays for judgment against Defendant, as**  
21 **follows:**

22 1. A Declaratory Judgment that, at the commencement of this action,  
23 Defendant was in violation of the specific requirements of Title III of the ADA 42  
24 U.S.C. § 12181 *et seq.*, and the relevant implementing regulations of the ADA, for  
25 Defendant's failure to take action that was reasonably calculated to ensure that its  
26 websites are fully accessible to, and independently usable by, blind and visually-  
27 impaired individuals;

28 2. A preliminary and permanent injunction enjoining Defendant from



1 further violations of the ADA, 42 U.S.C. § 12181 *et seq.*, and/or the UCRA, Civil  
2 Code § 51 *et seq.* with respect to its website, DunkinDonuts.com;

3 3. A preliminary and permanent injunction requiring Defendant to take the  
4 steps necessary to make DunkinDonuts.com readily accessible to and usable by  
5 blind and visually-impaired individuals;

6 4. An award of statutory minimum damages of \$4,000 per violation  
7 pursuant to § 52(a) of the California Civil Code;

8 5. For attorneys' fees and expenses pursuant to all applicable laws  
9 including, without limitation, pursuant to 42 U.S.C. § 12188(a)(1), and California  
10 Civil Code § 52(a);

11 6. For pre-judgment interest to the extent permitted by law;

12 7. For costs of suit; and

13 8. For such other and further relief as this Court deems just and proper.

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff hereby respectfully requests a trial by jury on all appropriate issues  
16 raised in this Complaint.

17  
18 Dated: February 8, 2017

**MANNING LAW, APC**

19  
20 By: /s/ Joseph R. Manning Jr., Esq.

Joseph R. Manning Jr., Esq.

21 Michael J. Manning, Esq.

22 Caitlin J. Scott, Esq.

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24 Attorneys for Plaintiff  
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